

Memo

To: Board of Managers
From: Michael Younes, Director of Municipal Operations *[Signature]*
CC: Shana Davis-Cook, Village Manager
Date: 6/2/2014
Re: Purchase Authorization – Recycling Toters –Toter, LLC/Wastequip, LLC.

Background

The Village currently distributes two (2) types of recycling bins: one for paper and the other for co-mingled (plastics, aluminum and steel products) recyclables. Recycling collection in the Village is performed by a contractor and, although past contractors did not, our current contractor conducts single-stream recycling (allowing all recyclables to be placed in one container). Until now, the Village has maintained the 2-bin system even though despite the contractor participation in single-stream collection. Now that single-stream recycling practices are becoming the norm, it is no longer necessary to maintain a 2-bin system in the Village. Any future recycling contracts will require contractors to participate in single-stream collections.

Over the past several years we have seen an increase in recycling throughout the Village. Due to the increased recycling levels, Village residents have routinely contacted the Village office to obtain additional bins and to inquire if larger bins were available. The smaller bins also do not hold up well under the constant jockeying by the collection contractor. In a continuing effort to promote recycling in the Village, as part of the FY2015 capital budget Village staff has recommended purchasing larger “toter” styled recycling bins, which are also more durable. Residents will still be able to use their old bins if they choose; however, the Village will no longer keep the old recycling bins in inventory and over time they will be phased out.

Recycling Bin Specifications

The replacement recycling bins would be a "toter" style wheeled bin with an attached lid similar to the one pictured below:



64 GALLON EVR® II UNIVERSAL / NESTABLE

Part Number:
79264

Description
64 GALLON EVR® II CART

Size (l x w x h)
31.75" X 24.25" X 41.75"

Load Rating
224 LBS/101.6 KG

Wheel Diameter
10"

The new bins will be dark green with the Chevy Chase Village logo imprinted in white on the sides. The larger capacity will promote increased household recycling and will eliminate the need for residents to separate their recyclables into different bins.

The proposed bins are of similar size to those used by Montgomery County, the Town of Chevy Chase and many other local municipalities.

Board Action Requested

Board authorization is requested for the purchase of 750 64-gallon Toter Recycling Bins under National IPA contract #120576-01 in the amount of \$34,591.86 subject to appropriation of funds as of July 1, 2014. The bins should arrive before the end of July for delivery to residents by request. When the new toter is delivered, Public Works will collect the old bins for recycling.

Attachments

- CIP Expenditure Detail Sheet
- National IPA contract #120576-01 Summary Sheet
- Quote from Toter, LLC/Wastequip, LLC. pursuant to National IPA contract #120576-01

Expenditure Detail Sheet

Public Works Equipment

Category
Department
Zone Location

Equipment
Public Works
3

Date Last Modified
Funding Source
Status

February 27, 2014
Tax-Based/*SafeSpeed*
Ongoing

EST. EXPENDITURE SCHEDULE (dollars in thousands)

Equipment Type	Total	Est. FY14	Total 6 Years	FY15	FY16	FY17	FY18	FY19	FY20	Beyond 6 Years
Leaf Vacuums (2 total)	40	0	40	0	20	20	0	0	0	0
Replacement Dump Truck Beds (2 total)	15	0	15	15	0	0	0	0	0	0
Replacement Salt Spreader	6	0	6	6	0	0	0	0	0	0
Water tank	8	0	8	0	0	0	0	8	0	0
Recycling Bins	36	0	36	36	0	0	0	0	0	0
Total	105	0	105	57	20	20	0	8	0	0

EST. FUNDING SCHEDULE (dollars in thousands)

Tax-Based Revenues	97	0	97	49	20	20	0	8	0	0
<i>SafeSpeed</i> Revenues	8	0	8	8	0	0	0	0	0	0
Grants/Reimbursements	0	0	0	0	0	0	0	0	0	0
Total	105	0	105	57	20	20	0	8	0	0

EST. OPERATING BUDGET IMPACT (dollars in thousands)

Labor/Maintenance			-6	0	-1	-1.5	-1.5	-1	-1
Materials/Equipment			-3	-0	-0.5	-0.5	-1	-0.5	-0.5
Total			-9	-0	-1.5	-2	-2.5	-1.5	-1.5

Description

This equipment will ensure the continuity of operation of Village government while ensuring that Village public works services such as snow plowing operations, special (bulk) pick-ups, yard waste collection, tree planting and leaf collection. Due to the need for some of this equipment to be used for pedestrian, vehicular and public safety needs a certain percentage of the expenditures would be eligible to be paid out of the *SafeSpeed* revenues.

- The Village maintains two (2) dump style trucks for various functions (such as leaf collection, road salt hauling and brush collection). Both of the dump beds on the truck are showing significant signs of rust and corrosion. The current beds are painted steel and prone to corrosion. The trucks are in good working order and do not need to be replaced, therefore only the dump beds would be replaced. The new beds will be coated with an epoxy liner called "linex", which is the same liner used in the pick-up truck beds. The liner prevents rust and corrosion.
- The salt spreader assigned to the Village's oldest pick-up truck has become increasingly unreliable and has developed several cracks in the plastic hopper that are unrepairable. The replacement until will be a duplicate of the other stainless steel salt spreaders.
- Replacement recycling bins would be a "toter" style wheeled bin with an attached lid (currently used by Montgomery County, Town of Chevy Chase and many other municipalities). The new bins will have a 64-gallon capacity to promote increased household recycling. Recyclables will not need to be separated with the new bins.

Estimated Schedule

This equipment would be purchased on an as needed basis and as the equipment's lifespan dictated. Equipment will be purchased pursuant to the Village's Equipment Plan.

Cost Change

The FY15 CIP includes a replacement salt spreader for the Village's oldest pick-up truck.

Justification

This equipment will ensure the continuity of operation of Village government while ensuring that that Village public works services such as snow plowing operations, special (bulk) pick-ups, yard waste collection, tree planting and leaf collection.

Coordination

- Board of Managers
- General Government
- Public Works Department

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: FEBRUARY 4, 2014

CONTRACT NO.: 120576
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
JM
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

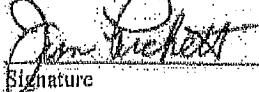
REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT AND SERVICES

ITEM NO. 1: PRICE ADJUSTMENT

In accordance with Paragraph 6 of the Special Terms and Conditions, contract pricing is modified pursuant to the attached Carts Price List dated February 2014, 1st Quarter. The approved pricing adjustment to become effective on February 1st, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 2-5-2014
Signature Date

Jim Pickett, VP, Sales

Typed Name and Title

Toter, LLC

Company Name

841 Meacham Road, Statesville, NC 28677

Address Please contact Kellie Clark
kclark@toter.com in regards to this contract.

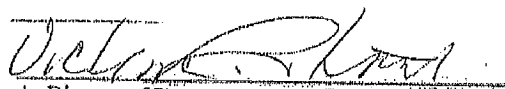
Email Address

Statesville NC 28677

City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 4th DAY
OF February 2014, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: December 12, 2013

CONTRACT NO.: 120576
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
JM
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT AND SERVICES

ITEM NO. 1: PRICE ADJUSTMENT

In accordance with Paragraph 6 of the Special Terms and Conditions, contract pricing is modified pursuant to the attached Caris Price List dated December 2013, 4th Quarter. The approved pricing adjustment to become effective immediately upon execution of the amendment.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 12 DAY
OF Dec, 2013, AT TUCSON, ARIZONA.

Laura P. Hubbard 12-12-13
Signature Date

Laura P. Hubbard
Director Pricing
Typed Name and Title

Toters, LLC
Company Name
541 Meacham Rd
Starksville NC 28677
Address

lhubbard@wastequip.com
Email Address

Starksville NC 28677
City State Zip

Laura J. Festhage
As Director of Procurement and not personally.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: December 12, 2013

CONTRACT NO.: 120576
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 2
JM
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT AND SERVICES

ITEM NO. I: CONTRACT RENEWAL

Pursuant to Contract No. 120576, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of February 01, 2014 through January 31, 2015.

ITEM NO. II: STANDARD TERMS AND CONDITIONS

Paragraph 6 of the Special Terms and Conditions is replaced in its entirety with the following:

6. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for three (3) months. Any price adjustment will only be made quarterly. Price adjustments will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.

Approved price adjustments will take effect quarterly during the contract term per the following schedule:

<u>EFFECTIVE DATE</u>	<u>QUARTER</u>
February 1st	February, March, April
May 1st	May, June, July
August 1st	August, September, October
November 1st	November, December, January

In order to allow the City sufficient lead time to review and consider the request for a price adjustment, the request should be submitted to the City at least 30 days in advance of the quarter in which the price adjustment would take effect.

ITEM NO. III: TERM AND RENEWAL

As requested by other agencies for ease of reference the Term and Renewal clause is reprinted with no changes.

5. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: December 12, 2013

CONTRACT NO.: 120576
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 2 of 2
JM
CONTRACT OFFICER: KYLE PASEWARK

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Laura P. Hubbard 12-12-13
Signature Date

Laura P. Hubbard
Director, Pricing
Typed Name and Title

Toter, LLC
Company Name

844 Meacham Rd
Address

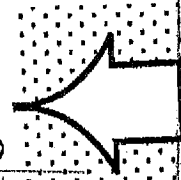
lhubbard@wastequip.com
Email Address

Statesville NC 28677
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 12 DAY
OF December, 2013, AT TUCSON, ARIZONA.

Laura Justus
As Director of Procurement and not personally



CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: August 26, 2013

CONTRACT NO.: 120576
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
JM
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

Refuse & Recycling Container Solutions & Related Products, Equipment & Services

ITEM NO. I: SPECIAL TERMS AND CONDITIONS

Number 6, Price Adjustment will be replaced by the following:

6. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for three (3) months. Any price adjustment will only be made quarterly calculated from the Contracts inception date. Price adjustments will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.

ITEM NO. II: PRICE ADJUSTMENT

The City of Tucson hereby agrees to the attached proposed Price Adjustment.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Laura P. Hubbard 8/27/13
Signature Date

Laura P. Hubbard - Director, Pricing
Typed Name and Title

Toter, LLC
Company Name

841 Meacham Road
Address

lhubbard@wastequip.com
Email Address

Statesville, NC 28677-2983
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 27th DAY
OF August, 2013, AT TUCSON, ARIZONA.

Nathan Daon
As Director of Procurement and not personally

City of Tucson

Contract

For

Refuse and Recycling Container Solutions and Related
Products, Equipment and Services

With

Toter, LLC

Effective: January 31, 2013

The following documents comprise the executed contract between the City of Tucson and Toter, LLC, effective January 31, 2013:

- I. Signed Offer and Acceptance
- II. Toter's Response to Request for Revise Offer, December 4, 2012
- III. Toter's Response to the Interview Agenda, November 13, 2012
- IV. Toter's Response to the Request for Proposal
- V. The Terms and Conditions of the Request For Proposal, incorporated by reference

National Cooperative, Term and
Renewal, Scope and Pricing
language are found in the RFP

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

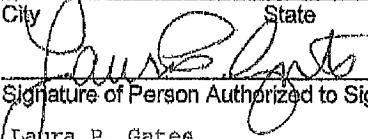
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Toter LLC

Company Name
841 Meacham Road

Address
Statesville NC 28677

City State Zip


Signature of Person Authorized to Sign
Laura P. Gates

Printed Name
Vice President, Contract Management

Title

Name: Kellie Clark

Title: Senior Bids/Contract Management

Phone: 800-424-0422

Fax: 704-878-0734

E-mail: kclark@toter.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120576-01.

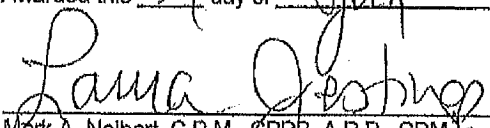
Approved as to form this 31 day of Jan, 2013.



As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 31 day of Jan, 2013



Mark A. Nelhart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 704-878-0734 toterpo@wastequip.com
 Quote Number: WQ-001

QUOTATION			
Sell To:		Ship To:	
Customer Contact	Michael Younes	Ship To Name	
Customer Name	Chevy Chase Village	Shipping Address	5906 Connecticut Avenue
			Chevy Chase, MD 20815
Billing Address	5906 Connecticut Avenue	Customer Job Reference	
	Chevy Chase, MD 20815		
Email	michael.younes@montgomerycountymd.gov		
Phone	(301) 654-7300		

Salesperson	Randi Bratyanski	Created Date	06/03/2014
Email	rbratyanski@wastequip.com	Expiration Date	07/02/2014
			WQ-0015618
Phone	(704) 816-9033	Quote Number	Please Reference Quote Number on all Purchase Orders

Product Description	QTY	Unit Price	Extended Price
Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	750	\$44.15	\$33,112.50
---Body Color - (940) Green	750	\$0.00	\$0.00
---Lid Color - (940) Green	750	\$0.00	\$0.00
---Toter Serial Number Hot Stamped on Front of Cart Body in White	750	\$0.00	\$0.00
---Body Hot Stamp on Both Sides (New)	750	\$0.00	\$0.00
---Body Hot Stamp Color - White	750	\$0.00	\$0.00
---Wheels - 10" Sunburst	750	\$0.00	\$0.00
---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	750	\$0.00	\$0.00
---Warranty - 10 Year Unprorated	750	\$0.00	\$0.00
---One Time Die Charge for New Body Hot Stamp	1	\$300.00	\$300.00

Subtotal	\$33,412.50
Freight (F.O.B)	\$1,179.36
Tax	\$0.00
Total	\$34,591.86

Special Instructions



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 704-878-0734 toterpo@wastequip.com
Quote Number: WQ-0015618

Shipping Details

Shipping Terms FOB Origin
Shipping Instructions
Shipping Terms Details

Additional Information

Payment Terms Net 30 Days
Additional Terms

Our quote is a good faith estimate, based on our understanding of your needs. Your order is an offer to purchase our products and services, subject to our acceptance, and in accordance with the Wastequip Terms and Conditions. The Wastequip Terms and Conditions, which are available on our website and incorporated by reference herein, constitute the entire agreement regarding the purchase of our products and services, including our limited warranties.

Our pricing is based on your anticipated order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information
Special Contract Information

Please Note: Pricing is based on the National IPA agreement through Toter's Contract No. 120576-01 as awarded by the City of Tucson on January 31, 2013. Per the terms of this contract, pricing is evaluated every three (3) months for price adjustments based on current market conditions. The current pricing is effective 05/01/14 to 07/31/2014 and supersedes Expiration Date shown above.

Signatures

Salesperson: Randi Bratyanski

Accepted By: _____

Company Name: _____

Date: _____

CC:

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

